

1 Your Name: Grégoire Gentil  
2 Address: 1037 Amarillo avenue, Palo Alto, Ca 94303  
3 Phone Number: +1 646 549 7779  
4 E-mail Address: gregoire@gentil.com  
5 Pro Se Plaintiff  
6  
7

8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **SAN FRANCISCO COURTHOUSE**  
11

12  
13 Grégoire Gentil  
14 Plaintiff

15  
16 vs.  
17

18  
19 Wingfield GmbH  
20 Defendant  
21  
22  
23

Case Number: 20-cv-05358-EMC  
✓ Plaintiff's ☐ Defendant's  
Case Management Statement  
January 6, 2021

24 **PARTIES**  
25

26 1. Plaintiff.

27 Name: Grégoire Gentil  
28 Address: 1037 Amarillo avenue Palo Alto, Ca 94303

1 Telephone: +1 646 549 7779  
2

3 2. Defendant.

4 Name: Wingfield GmbH

5 Address: Oeltzenstraße 13, 30169 Hannover, Germany  
6  
7

8 **1. JURISDICTIONS**  
9

10 3. This Court has subject matter jurisdiction in this case under:  
11

12 ✓ Federal question jurisdiction because it is about federal laws or  
13 rights: Title 35 U.S. Code 271 and Title 15 U.S. Code 1125.  
14

15 ✓ Diversity jurisdiction because none of the Plaintiffs live in the  
16 same state as any of the Defendants AND the amount of damages is  
17 more than \$75,000. The Plaintiff is located in California. The  
18 Defendant is located in Germany. The amount of damages exceeds  
19 \$75,000.  
20  
21

22 **2. SERVICE**  
23

24 4. As explained in the Notice filed on January 6, 2021, the Defendant  
25 is currently serving the Complaint, the amended Complaint, the  
26 Summons and the Case Order, via La Hague Convention using the  
27 company “ABC Legal”. German authorities have received the

1 documents and are processing the service but there is delay due to the  
2 COVID-19 pandemic.  
3  
4

### 5 **3. FACTS (COPIED FROM THE COMPLAINT)**

6

7 5. As described in the Complaint filed by the Plaintiff on August 3,  
8 2020, the Plaintiff has developed a sports smart camera that applies to  
9 racket sports, especially tennis. The Plaintiff has filed a USPTO  
10 provisional in December 2015 and got US Patent 10,143,907 which  
11 describes in great details the system. The Plaintiff has developed a  
12 product named In/Out. It's being sold in USA and internationally  
13 since 2017 (<http://inout.tennis>).  
14

15 6. The Defendant has knowingly developed a “copycat”, a similar  
16 device both in form and features (<http://wingfield.io>). It has started  
17 commercialization in USA in January 2020. The Defendant has  
18 knowingly infringed US Patent 10,143,907 and the Trade Dress  
19 Rights of the In/Out device.  
20

21 7. The Plaintiff is seeking royalties, lost profits and punitive damages.  
22  
23

### 24 **4. LEGAL ISSUES (COPIED FROM THE COMPLAINT)**

25

26 8. As listed in the Complaint filed by the Plaintiff on August 3, 2020,  
27 the Plaintiff accuses the Defendant of infringing claim #1 of US  
28 Patent 10,143,907 and infringes Title 35 U.S. Code 271.

1  
2 9. As listed in the Complaint filed by the Plaintiff on August 3, 2020,  
3 the Plaintiff accuses the Defendant of infringing claim #2 of US  
4 Patent 10,143,907 and infringes Title 35 U.S. Code 271.  
5

6 10. As listed in the Complaint filed by the Plaintiff on August 3,  
7 2020, the Plaintiff accuses the Defendant of infringing claim #3 of  
8 US Patent 10,143,907 and infringes Title 35 U.S. Code 271.  
9

10 11. As listed in the Complaint filed by the Plaintiff on August 3,  
11 2020, the Plaintiff accuses the Defendant of infringing the Trade  
12 Dress Rights of Plaintiff's product and infringes Title 15 U.S. Code  
13 1125.  
14  
15

#### 16 **4. AMENDED LEGAL ISSUES**

17

18 12. As listed in the Amended Complaint filed by the Plaintiff on  
19 November 6, 2020, the Plaintiff accuses the Defendant of theft of  
20 trade secrets Title 18 U.S. Code 1832.  
21  
22

#### 23 **5. MOTIONS**

24

25 13. The Defendant has filed a motion to dismiss on December 30,  
26 2020.  
27  
28

1                   **6. AMENDING THE COMPLAINT, ANSWER,**  
2                   **COUNTERCLAIM/CROSSCLAIM**  
3

4       14. The submitting party, the Plaintiff, Grégoire Gentil,  
5

6       ✓ does not plan to amend the Complaint before the ruling of the  
7       motion to dismiss from the Defendant.  
8  
9

10                   **7. EVIDENCE PRESERVATION**  
11

12       15. The submitting party, the Plaintiff, Grégoire Gentil, has  
13

14       ✓ reviewed the Guidelines for the Discovery of Electronically Stored  
15       Information  
16

17       □ spoken with the opposing parties about preserving evidence  
18       relevant to the issues one could reasonably understand to be part of  
19       this case  
20  
21

22                   **8. INITIAL DISCLOSURES**  
23

24       16. The Parties have not sent each other Initial Disclosures.  
25  
26

27                   **9. DISCOVERY**  
28

1 17. The Plaintiff is prepared to engage in the Discovery period the  
2 following: declaration on the scope of the Discovery (rule 26),  
3 depositions (rule 30), requests for production of documents (rule 34),  
4 request for admissions (rule 34).  
5

6 18. The Plaintiff is also prepared to engage an international subpoena  
7 of the “incubator” LeadSports which has helped, sponsored and  
8 supported the Defendant in the elaboration of the infringing product.  
9

## 10 11 **10. CLASS ACTIONS** 12

13 19. Not applicable.  
14  
15

## 16 **11. RELATED CASES** 17

18 20. The party submitting this statement, the Plaintiff, Grégoire Gentil  
19

20 ✓ is not aware of any related cases.  
21

22 ☐ is aware of related cases.  
23  
24

## 25 **12. RELIEF SOUGHT (COPIED FROM THE COMPLAINT)** 26

27 21. As listed in the Complaint filed by the Plaintiff on August 3,  
28 2020:

22. The Plaintiff is seeking royalties for infringed claim #1 of Patent 10,143,907. The Defendant is infringing title 35 U.S. Code 271.

23. The Plaintiff is seeking royalties for infringed claim #2 of Patent 10,143,907. The Defendant is infringing title 35 U.S. Code 271.

24. The Plaintiff is seeking royalties for infringed claim #3 of Patent 10,143,907. The Defendant is infringing title 35 U.S. Code 271.

25. The Plaintiff is seeking for lost profits of the licensing of claim #1 of Patent 10,143,907. The Defendant is infringing title 35 U.S. Code 271.

26. The Plaintiff is seeking for lost profits of the licensing of claim #2 of Patent 10,143,907. The Defendant is infringing title 35 U.S. Code 271.

27. The Plaintiff is seeking for lost profits of the licensing of claim #3 of Patent 10,143,907. The Defendant is infringing title 35 U.S. Code 271.

28. The Plaintiff is seeking for lost profits of the sales of In/Out devices. The Defendant is infringing title 35 U.S. Code 271 and title 15 U.S. Code 1127.

29. The Plaintiff is seeking legal compensations for filing this lawsuit.

1  
2 30. The Plaintiff is seeking for reimbursement of the cost of the  
3 lawsuit, including, non exhaustively, deposition, travel, expertise and  
4 everything related to this lawsuit.  
5

6 31. Because The Defendant was fully aware of the infringement of  
7 Patent 10,143,907 and the infringement of the Dress Trade Rights of  
8 the In/Out product as explained in the previous section entitled  
9 “KNOWINGLY WILLFUL INFRINGEMENTS”, The Plaintiff is  
10 seeking punitive damages of five (5) millions US dollars. This  
11 amount is justified by the intentional and willful character of the  
12 infringements and the intentional unlawful behavior.  
13

14 32. In addition of the existing demands for relief in the original  
15 Complaint, the Plaintiff asks for the maximum amount of five  
16 millions of dollars (\$5,000,000).  
17  
18

19 **13. SETTLEMENT AND ALTERNATIVE DISPUTE**  
20 **RESOLUTION (“ADR”)**  
21

22 33. The Parties:  
23

24 ☐ have tried to settle the case.  
25

26 ☒ have not tried to settle the case.  
27  
28



1 34. The Plaintiff is willing to enter an ADR process and has filed on  
2 October 15, 2020 the ADR form in which the Plaintiff asks the ADR  
3 process to be discussed during the Initial Case Management.  
4

5 35. The Defendant has filed an ADR form on December 30, 2020.  
6  
7

8 **14. CONSENT TO HAVE A MAGISTRATE JUDGE HEAR THE**  
9 **CASE**  
10

11 36. The submitting party, the Plaintiff, Grégoire Gentil  
12

13 ✓ does consent to a magistrate judge.  
14

15 ☐ does not consent to a magistrate judge.  
16  
17

18 **15. OTHER REFERENCES**  
19

20 37. Not applicable.  
21  
22

23 **16. NARROWING OF ISSUES, CLAIMS, OR DEFENSES**  
24

25 38. The Defendant has initiated a procedure at the USPTO for a re-  
26 examination of US Patent 10,143,907. The USPTO has not yet  
27 responded.  
28

1  
2 **17. EXPEDITED TRIAL PROCEDURE**  
3

4 39. Not applicable.  
5  
6

7 **18. SCHEDULING**  
8

9 40. The submitting party, the Plaintiff, Grégoire Gentil  
10

11 ☐ Agree to have Court set deadlines.  
12

13 ☒ propose the following deadlines.  
14

15 41. Because the two Parties are evolving in the world of “start-up” in  
16 fast moving industries (electronics product, cloud data), The Plaintiff  
17 proposes the following deadlines:  
18

19 - last day to file amendments: 30 days from the Initial Case  
20 Management date.  
21

22 - last day to attend settlement discussion conference: 60 days from  
23 the Initial Case Management date.  
24

25 - last day to close the facts of Discovery: 4 months from the Initial  
26 Case Management date.  
27

1 - last day to close the Expert Discovery: 5 months from the Initial  
2 Case Management date.  
3

4 - Pre-trial conference: 6 months from the Initial Case Management  
5 date.  
6

7 - Trial: 7 months from the Initial Case Management date.  
8  
9

## 10 **19. TRIAL**

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12 42. This case will be tried  
13

14 ☐ by a jury. The trial is expected to last \_ days.  
15

16 ☒ by a judge. The Plaintiff will accept the length of the trial decided  
17 by the Judge.  
18  
19

## 20 **20. DISCLOSURE OF NON-PARTY INTERESTED PERSONS** 21 **OR ENTITIES** 22

23 43. None.  
24  
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## 26 **21. OTHER MATTERS**

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28 44. Not applicable.

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45. Respectfully submitted,

46. Date: January 6, 2021

Sign Name:

A handwritten signature in black ink, appearing to read "G. Gentil", written over a horizontal line.

Print Name:

Grégoire Gentil  
Pro se